

**MEMORANDUM OF UNDERSTANDING INTERNATIONAL
BETWEEN THE
UNITED STATES AIR FORCE (USAF)
18TH WING (PACIFIC AIR FORCES)
KADENA AIR BASE, OKINAWA PREFECTURE, JAPAN
AND THE
JAPAN SELF DEFENSE FORCES (JSDF) AND
NAHA DEFENSE FACILITIES ADMINISTRATION BUREAU (DFAB)**

**DEFINING RESPONSIBILITIES FOR THE GOVERNMENT OF JAPAN'S (GOJ'S)
USE OF THE
KADENA AMMUNITION STORAGE AREA.**

1. AUTHORITY TO ENTER INTO AGREEMENT.

Consistent with cooperative efforts to develop the capacity of the self defense forces of Japan and the armed forces of the United States to deter threats of aggression in areas in and surrounding Japan and to enhance the ability of the Governments of Japan and the United States to engage in collective self defense under Article III of the Treaty of Mutual Cooperation and Security between the United States of America and Japan, and under the authority granted each Government by their respective constitutions, laws, and regulations, the representatives of the United States Air Force (hereinafter referred to as the USAF), the Japan Self Defense Forces, represented by the 1st Combined Brigade for the Japan Self Defense Forces, and the Facilities Director, Naha Defense Facilities Administration Bureau (hereinafter together referred to as the Government of Japan or GoJ), enter into this agreement.

2. GENERAL PURPOSE OF AGREEMENT.

The Governments of the United States and Japan, through the Joint Committee, have allowed GoJ to use part of the Kadena Ammunition Storage Area under a joint use granted and since amended under Article II, paragraph 4 (a), of the Status of Forces Agreement. Since then the Governments have undertaken efforts to realign and consolidate areas and facilities on Okinawa. This agreement clarifies which party is responsible for enumerated activities to support relocated activities of the GoJ in the Kadena Ammunition Storage Area in support of agreements reached by the Joint Committee.

3. MUTUAL RESPONSIBILITIES OF PARTIES.

- a. The USAF and the GoJ will endeavor to facilitate the GoJ's use of Buildings 47811, 47201, 47202, 47203, 47220, 47221, 47222, and a guardhouse adjacent to Building 47811 in the Kadena Ammunition Storage Area. The parties understand that contingencies may occur that result in temporary or permanent changes to the terms of this agreement.
- b. Enclosure 1 provides additional details regarding the joint use.
- c. Actions required or directed are subject to funding rules and limitations of the Governments. If funding may preclude immediate resolution of the issue, the party concerned will advise the other party of the limitation and when the issue is anticipated to be resolved.
- d. Points of Contact.
 - (1) The primary points of contact for issues related to this agreement are for the USAF the Commander, 18th Wing; for the GoJ, Commander, 1st Combined Brigade and the Director, Facilities Division, DFAB. For matters related to the joint use that do not involve the support provided by the USAF under the MoUI, the local USFJ representative is the Commander, 18th Civil Engineer Group. Specific commanders, units, or offices may be designated to act on specific matters for each party.
 - (2) Changes of command and reorganization of units or offices for either party shall not be deemed an amendment of this agreement unless a material change occurs to the fulfillment of responsibilities under this agreement.

4. SPECIFIC RESPONSIBILITIES OF THE USAF.

a. Personnel Access.

- (1) The USAF shall authorize entry to and the use of facilities provided to the GoJ in the Kadena Ammunition Storage Area through Line Gate 19 via Gate 3 or if needed, through Farmer's Gate utilizing their issued AF Fm 1199 or visitor's pass. Personnel not on an Entry Authorization List (EAL) or issued a Kadena Line Badge shall not be authorized entry without escort.
- (2) The USAF shall authorize other entries onto Kadena Air Base for purposes related to the GoJ's joint use as required.
- (3) The USAF shall authorize timely requested visits of personnel not listed on an EAL for purposes related to the GoJ's joint use.

b. Vehicle Access.

- (1) The USAF shall provide Kadena Ammunition Storage Area privately-owned vehicle (POV) stickers to authorized GoJ key personnel and for contractor owned or operated vehicles to enter the Kadena Ammunition Storage Area.
- (2) The USAF shall provide access to the Kadena Ammunition Storage Area for GoJ Government-Owned Vehicles (GOV).
- (3) The USAF shall allow POV or GOV vehicles belonging to the GoJ or its personnel to enter Kadena Air Base if the GoJ personnel in the vehicle are on the EAL. GoJ personnel using POV will proceed to Kadena Air Base Gate 1 Visitor Center to obtain visitor pass as required.

c. Safety.

- (1) The 18 WG/Safety Office shall review safety issues related to munitions that the GoJ intends to store in these facilities and approve requests by the GoJ that comply with applicable standards.
- (2) The 18 WG/Safety Office shall advise and inspect on ground and weapons safety issues and direct actions to avoid or remedy adverse effects upon safety.
- (3) The 18 CE/Fire Chief shall approve smoking areas at or near Building 47811 in accordance with munitions safety standards.

d. Security.

- (1) The USAF shall provide security for Kadena Air Base and the Kadena Ammunition Storage Area except for at the guardhouse operated by the GoJ.
- (2) The USAF shall provide law enforcement/investigation services for the GoJ when an incident occurs involving both GoJ and USAF resources.

e. Emergency Response.

- (1) The USAF shall provide emergency response by the Fire Department, Security Forces, and Explosive Ordnance Disposal for the GoJ.
- (2) The USAF shall provide reimbursable initial Emergency Medical Services for the GoJ.

f. Facilities.

- (1) The USAF shall coordinate on issues regarding facilities with designated GoJ facility custodians. Issues related to munitions shall be coordinated through the

Commander, 18th Munitions Squadron. Issues related to facilities and grounds shall be coordinated through the Munitions Control Facility Manager and Commander, 18th Civil Engineer Group.

- (2) The USAF shall oversee GoJ's pest management program or provide, upon request, reimbursable insect and rodent control for the GoJ.
- (3) The USAF shall provide, upon request, reimbursable grounds maintenance, refuse collection and disposal for the GoJ. Reimbursable utilities shall be provided in accordance with the terms and conditions in Enclosure No. 2.
- (4) The USAF shall accept recyclable materials from the GoJ.
- (5) The USAF shall coordinate USAF work schedules when the GoJ requests weekend operations that involve explosives. The USAF shall inform GoJ whether the proposed schedule can be accommodated.

g. Communications.

- (1) The USAF shall provide, upon request, reimbursable Class C telephone service to Building 47811 including, but not limited, to a direct line to Munitions Control.
- (2) The USAF shall coordinate regarding requests for service from off-base telephone companies for the GoJ.

h. Weather.

- (1) The USAF shall inform the GoJ of weather-related conditions that may affect the GoJ's operation.
- (2) The USAF shall direct temporary storage of munitions on approved pads when severe weather requires transportation of the GoJ's munitions to stop.

i. Finance.

- (1) The USAF shall bill the GoJ or its agents in the Government of Japan for reimbursable services provided to the GoJ, its members, invitees, or agents. The USAF shall provide electrical, water, sewage, refuse and telephone services to the extent permitted under 10 USC § 2686 as implemented by Department of the Air Force regulation and under the terms provided for in Enclosure No. 2 to this MoU.
- (2) The USAF provides all other permissible logistic support under the Agreement Between the Government of the United States of American and the Government of Japan Concerning Reciprocal Provision of Logistic Support, Supplies and

Services Between the Armed Forces of the United States of America and the Self-Defense Forces of Japan, as amended and implemented (ACSA).

5. SPECIFIC RESPONSIBILITIES OF THE GoJ.

The GoJ shall:

- a. Personnel Access. GoJ shall provide an Entry Authorization List (EAL) to the USAF and shall update this EAL quarterly.
 - (1) GoJ shall limit personnel on the EAL to permanently assigned ammunition specialists, key personnel, guards, and contractors working in the joint use area.
 - (2) Coordinate visits of other invitees with the USAF. Coordination must be started at least 72-hours before the visit to obtain access to Kadena Ammunition Storage Area. In requests, identify who are not citizens or nationals of Japan or the United States.
 - (3) Permanently assigned GoJ ammunition specialists shall escort GoJ personnel or visitors not on the EAL. Permanently assigned GoJ ammunitions specialists with a line badge or on an EAL shall comply with USAF policies when escorting personnel or visitors who do not have a line badge nor are on an EAL.
- b. Vehicle Access.
 - (1) GoJ shall provide vehicle information necessary to obtain vehicle passes for the Kadena Ammunition Storage Area to the Commander, 18th Munitions Squadron.
 - (2) Vehicles to be driven on Kadena Air Base or the Kadena Ammunition Storage Area shall comply with Japanese insurance, inspection, and registration requirements.
 - (3) GoJ shall coordinate the issuance of visitor passes for POV used to enter Kadena Air Base with the Visitor Center located at Gate 1.
- c. Safety.
 - (1) Before placing munitions in facilities, GoJ shall provide a complete inventory of munitions to the Munitions Control Section, 18th Munitions Squadron and 18 WG/Weapons Safety Office, to evaluate the Net Explosive Weight (NEW) limits and compatibility. GoJ shall store only munitions approved by the 18 WG/Weapons Safety Office in these facilities.
 - (2) GoJ shall inform the Munitions Control Section of changes of the type or quantity of munitions, movement of munitions, and comply with direction or guidance received.

(3) GoJ shall comply with applicable regulations and policies concerning safety, fire prevention, and security when in an area or on a facility provided to the US Forces, Japan. GoJ shall comply with USAF signage requirements for facility explosive fire symbols and hazardous chemical symbols.

(4) GoJ personnel, including contractors and other invitees, when in the Kadena Ammunition Storage Area, shall smoke only in designated smoking areas.

d. Security.

(1) GoJ may provide security necessary for its facilities including the use of video cameras.

(2) GoJ shall comply with security procedures for Kadena Air Base and the Kadena Ammunition Storage Area.

e. Emergency Response.

(1) GoJ shall notify the USAF of all emergencies or mishaps.

(2) If GoJ personnel receive emergency medical services from the USAF or its agents, GoJ shall ensure that reimbursement occurs.

f. Facilities.

(1) Inform the 18 CE Operations of current facility managers for each facility. For each facility provide the rank, name and contact information including telephone number and e-mail address for the facility manager.

(2) Request, as required, reimbursable insect and rodent control, refuse collection and disposal services from the USAF.

(3) Participate in the USAF's recycling program.

(4) GoJ shall maintain the grounds of the joint use area in a manner conducive to ensuring security of the facilities.

(5) Coordinate weekend explosive operations at least 48 hours before scheduled operations with the Munitions Control Section, 18th Munitions Squadron Munitions.

g. Communications.

(1) Request, as required, reimbursable Class C telephone installation and service from the 18 Communications Squadron. Request the installation and service for a

reimbursable direct line (a hot line) from Building 47811 to Munitions Control Section, 18th Munitions Squadron.

- (2) Coordinate the use of JSDF owned land mobile and UHF radios with the GoJ MIC, COMUSJAPAN USFJ/63 and 5 AF regarding frequencies and safety issues.
 - (3) Coordinate requests for the off-base telephone services with the USAF.
- h. Weather.
- (1) GoJ shall inform the Munitions Control Section, 18th Munitions Squadron, of weather-related limitations on the GoJ's activities that may require coordination with the USAF or may adversely affect USAF's operations.
 - (2) Stop and store munitions temporarily on approved pads when severe weather requires precautionary safety measures.
- i. Finance.
- (1) GoJ shall validate and pay bills for reimbursable services received from the USAF.
 - (2) GoJ acknowledges that it will be provided electrical, water, sewage, refuse and telephone services to the extent permitted under 10 USC § 2686.
 - (3) GoJ agrees to order, receive, and reimburse the USAF by payments in cash, not in kind nor an equal-value exchange, for all other reimbursable services under the ACSA.
6. PROPERTY.
- Should damage occur to property of the US Government incident to the joint use, the GoJ shall repair, or cause such damage to be repaired, expeditiously in a manner acceptable to the US Forces.
7. CLAIMS.
- a. GoJ shall be liable for claims arising under or related to or concerning invitees or contractors who are in the Kadena Ammunition Storage Area or Kadena Air Base at the invitation of the Government of Japan or the GoJ shall be liable for injuries to persons, damage to property, or both, occur and indemnify or reimburse the US Government for any related claims paid by or owed by the US Government.
 - b. This Article does not alter the relevant provisions of Article XVIII of the SOFA.
8. RESOLUTION OF CONFLICTS UNDER THIS AGREEMENT.

The designated points of contact for this agreement will endeavor in good faith to resolve any issues that arise under or stem from the implementation of this agreement and the related uses of facilities and areas granted to the US Forces, Japan.

9. REVISION, REVIEW AND MODIFICATION OF THIS AGREEMENT.

Revision or modification of this Memorandum of Understanding, within the scope and intent of the Joint Committee Agreement, may be accomplished in writing by mutual consent of all parties. The parties shall review this agreement triennially. This agreement shall not be modified except by consent of both parties. Modifications to this agreement shall be prepared as addenda, sequentially numbered and attached.

10. EFFECTIVE DATE AND DURATION.

- a. This agreement shall become effective upon the date of the last signature affixed by the representatives of the USAF and GoJ.
- b. This agreement shall terminate upon expiration of the Joint Committee authorized joint use or the release of the area concerned by the US Forces, Japan, to the Government of Japan.
- c. This agreement may be cancelled at anytime by mutual consent of the parties and may be cancelled by either party giving no less than 90 days written notice to the other party.

11. LANGUAGE.

This agreement is only written in the English language.

Note: The signatures of the parties are on the next page.

Date: 10 FEB 2006Mamoru Fujisaki

MAMORU FUJISAKI
Major General, JG SDF
Commander, 1st Combined Brigade

Date: 10 FEB 2006Harold W. Moulton II

HAROLD W. MOULTON II
Brigadier General, USAF
Commander, 18th Wing

Date: 08 FEB 2006Yasuhiro Okada

YASUHIRO OKADA
Director, Facilities Division, Naha
Defense Facilities Administration Bureau

2 Enclosures:

1. Joint Use Implementing Agreement
2. Utility Sales Contract

E C
Enclosure No. 1

**Agreement Concerning Joint Use
by Japan Ground Self Defense Forces
of USFJ Facilities**

at

Kadena Ammunition Storage Area, FAC 6022

WHEREAS, the Japanese Government granted to the USFJ, the use of certain facilities and areas under the provisions of Article II of the Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the United States of America and Japan, Regarding Facilities and Areas and Status of United States Armed Forces in Japan, designated and known as:

FACILITY NUMBER

FACILITY NAME

6022

KADENA AMMUNITION STORAGE AREA

AND WHEREAS, the Japanese Government, by Memorandum FSJG-938-3427-RY to the Facilities Subcommittee, dated 6 June 2003, subject: Joint use of Portion of Land at Kadena Ammunition Storage Area, FAC 6022 has requested joint use of the above facility.

AND WHEREAS, the USFJ conditionally agreed by Memo No. FSUS-342-3763-DO(AF), to the Facilities Subcommittee, dated 22 September 2003, subject: Joint use of Portions of Land at Kadena Ammunition Storage Area, FAC 6022, to the joint use of that portions of the above USFJ facility and/or areas hereinafter described and delineated.

AND WHEREAS, the Japanese Government and USFJ approved through the Joint Committee a joint use of portion of land at Kadena Ammunition Storage Area, described in Facilities Subcommittee Memo No. 4540, dated 16 October 2003 by Japan Ground Self Defense Force (hereinafter referred to as the USER).

NOW THEREFORE, in consideration of the agreement of the parties, joint use of approximately 56,400 square meters or 14 Acres and seven (7) buildings at approximately 1,820 square meters or 19,590 square feet of the said USFJ area, is hereby granted for use by the USER, as hereinafter set forth.

1. This agreement consists of and incorporates as though fully set forth herein all sequentially numbered addenda as may be required;
2. This agreement will become effective upon date of approval and remain in effect until terminated for the following reason;
 - a. By USFJ joint use of the pertinent portions of land to the Japanese Government;
 - b. By mutual consent of the signatories hereto;

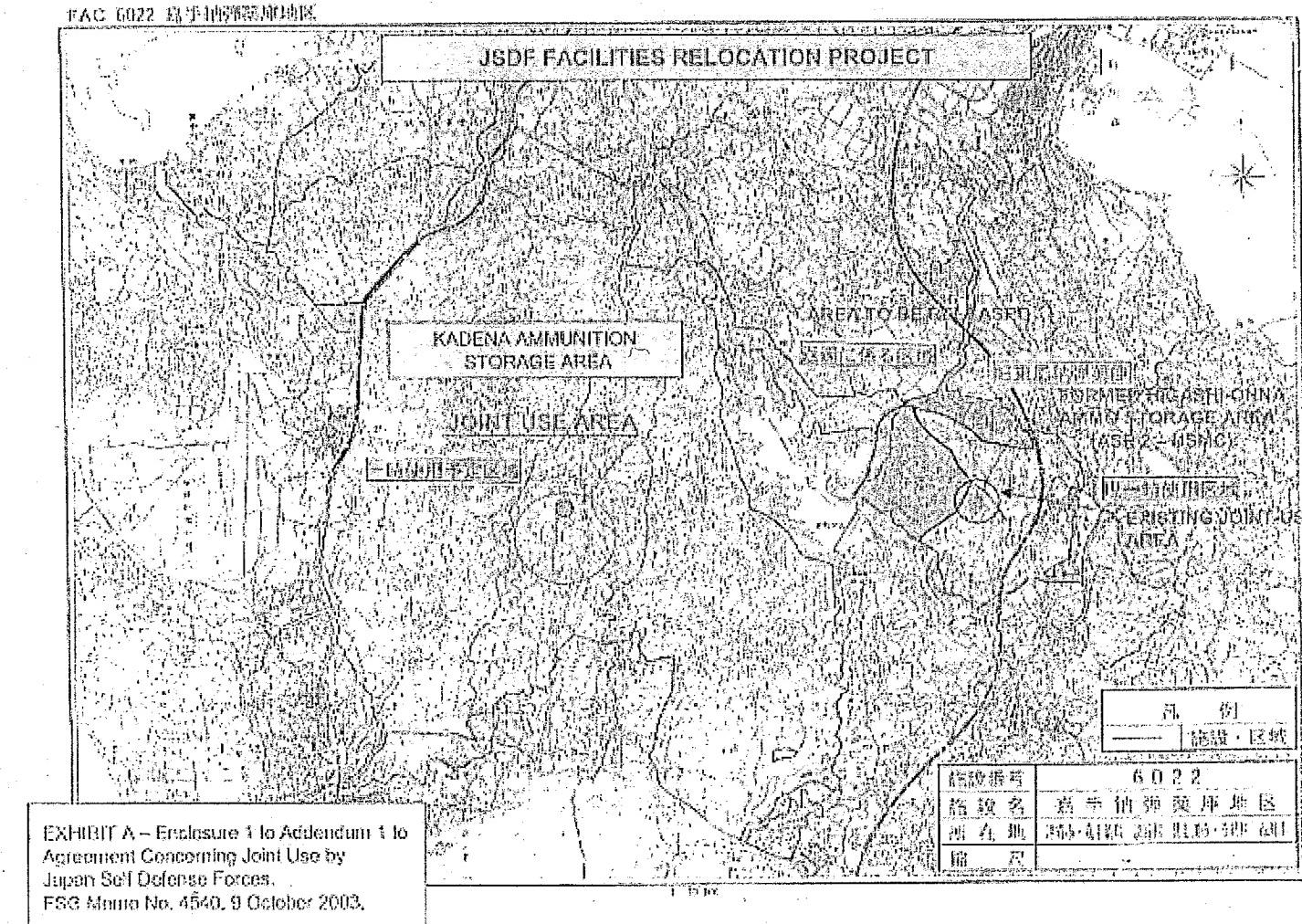
- c. By USFJ for non-compliance by the USER with the terms of this agreement;
 - d. By USFJ for reason of military necessity declared by USFJ;
3. This agreement may be revised or amended as mutually agreed and within the scope and intent of the applicable Joint Committee agreement. Such amendment shall be prepared as an addendum, sequentially numbered and attached hereto and made a part hereof.
4. The portion of the area furnished for joint use by the USER during the term of this agreement is delineated and shown upon the map(s) of said facility and areas and attached as sequentially numbered enclosures to Addendum No. 1 to Enclosure No. 1. Facilities and areas covered by this agreement shall be properly maintained by the USER in not less than that condition in which the facilities were accepted by the USER.
5. Security measures exercised by the USER will be in accordance with the terms of the Memorandum of Understanding to which this Enclosure is appended.
6. The rules of conduct pertaining to fire prevention, fire protection, traffic regulations, health and sanitary regulations established by the USAF through the Memorandum of Understanding to which this Enclosure is appended or by the local USFJ representative, and conditions of use imposed by the Joint Committee will be complied with by the USER.
7. Erection or installation by the USER of buildings, structures, plants, ground facilities, utility systems or other real property built separately or apart from existing structures as well as alterations and additions, other than maintenance or repair (as provided in addenda attached hereto) of existing building, structures, plants, ground facilities, utilities systems or other real property, shall not be undertaken without prior coordination with and written consent of the local USFJ representative.
8. In the event of termination of the joint use prior to final release of the facility and area to the GOJ, any construction provided by the USER will be removed and the premises restored by the USER to the extent directed by the USFJ representative. The USER may remove said construction at any time prior to the termination, and agrees in such cases to restore the premises to the extent directed by the local USFJ representative. USFJ and GOJ will make consultations, after such joint use if terminated, in accordance with Article II of the SOFA in the event that USFJ requests that GOJ provide construction that is not so directed for removal and restoration as facilities and areas.
9. The USER shall reimburse the USFJ for utilities or services as determined and agreed upon for each facility and area. These procedures and rates, except for telecommunications, shall be attached as sequentially numbered enclosures to Enclosure No. 2 to the MoU.
- a. When electricity, water (including hot water), steam, sewage disposal, and other services of support are provided by the USFJ to the USER from plants or processing systems operated by the USFJ, the USER shall be furnished such utilities and services on a reimbursable basis.

b. Metering devices, when used as a basis of payment for utilities or services, shall be furnished and installed by the USER, shall be subject to periodic joint tests for accuracy, and shall be repaired or replaced by USER upon written request of the utility supplier.

ADDENDUM No. 1
to
ENCLOSURE No. 1

Agreement Concerning Joint Use
by Japan Ground Self Defense Forces
of USFJ Facilities
at
Kadena Ammunition Storage Area, FAC 6022

In accordance with the provisions of Paragraph 4 of the said agreement, executed by the duly authorized representatives of the United States Forces, Japan and of the Japan Defense Facilities Administration Agency, the portion(s) of Structures at Ammunition Storage Area that are to be provided for use by the Japan Ground Self Defense Forces are attached hereto and made a part of this Addendum.



MUNS FACILITIES PROPOSED
JOINT- USE BY JSDF

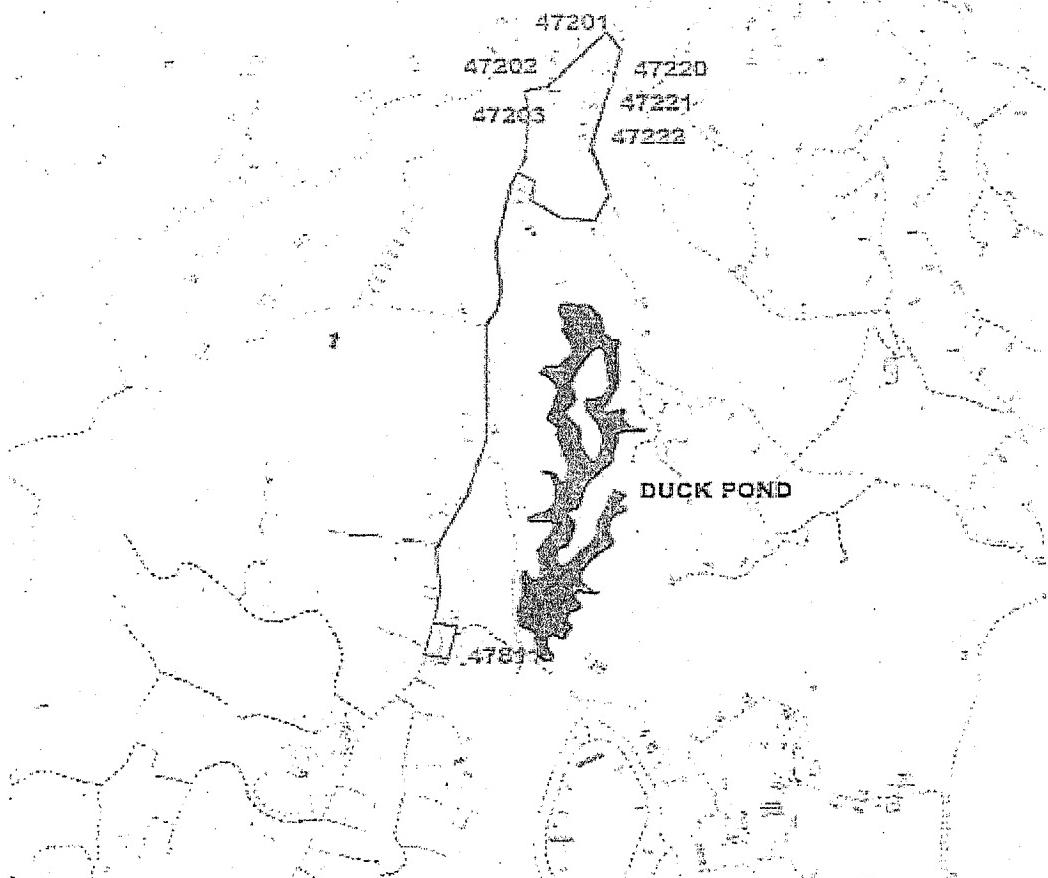


EXHIBIT B- Enclosure 2 to Addendum 1
To Agreement Concerning Joint Use
By JSDF, FSC Memo No. 4540, 9 Oct 03
Approx 53,400 SM Land/1,820 SM 7 Bldgs